



*"To enrich lives through effective and caring service"*



**Santos H. Kreimann**  
Director

**Kerry Silverstrom**  
Chief Deputy

October 18, 2011

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

24 October 18, 2011

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVE AMENDMENT NO. 3 TO THE ADOPT-A-HIGHWAY  
BEACH TRASH BARREL SPONSORSHIP AGREEMENT  
(3RD AND 4TH DISTRICTS)  
(3 VOTES)**

### **SUBJECT**

This action is to amend the Beach Trash Barrel Sponsorship Agreement No. 69984 with Adopt-A-Highway Maintenance Corporation, the initial term of which is due to expire on October 23, 2011. Adopt-A-Highway Maintenance Corporation has indicated it is unable to exercise the five-year option period in the existing agreement due to the economic downturn, unless its obligations are revised to require a reduced: (1) annual donation of 2,500 lidded trash barrels, instead of 3,000; and (2) minimum cash contribution of \$145,000, instead of an annual contribution starting at \$155,000 and escalating by \$5,000 each year, pursuant to the same percentage rate of gross receipts from the sale of advertising space on the trash barrels. The proposed Amendment No. 3 will extend Agreement No. 69984 for a term of two years, with one three-year extension option, terminating on October 23, 2016, which is when the original five-year option period was set to expire.

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find this recommended action is categorically exempt under the California Environmental Quality Act (CEQA) Guideline 15304 and class 4(f) of the County's Environmental Document Reporting Procedures and Guidelines, for minor or temporary alterations or uses to land having negligible or no permanent effect on the environment.
2. Authorize and instruct the Mayor of the Los Angeles County Board of Supervisors to sign the attached Amendment No. 3 to extend the Beach Trash Barrel Sponsorship Agreement No. 69984

with Adopt-A-Highway Maintenance Corporation for two years, with one three-year option period, in exchange for Adopt-A-Highway Maintenance Corporation providing 2,500 lidded trash barrels annually, for an estimated \$1,250,000 in cost savings to the County, and payment to the County of a minimum of \$725,000 over the potential five-year term to be designated for the Department of Beaches and Harbors' maintenance of County owned and/or operated beaches, for a total five-year benefit of \$1,975,000.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Adopt-A-Highway Maintenance Corporation (Adopt-A-Highway) is a private outdoor advertising media company that contracts with governmental agencies to provide litter removal and roadway maintenance services in exchange for the rights to sell outdoor signage opportunities along highways and interstates to companies. Adopt-A-Highway was first established in 1990 in California and now holds contracts across the country. Adopt-A-Highway also has a similar outdoor media program called Adopt-A-Beach, which sells advertising on trash barrels placed on select beaches throughout Southern California.

The current Agreement No. 69984 (Agreement) with Adopt-A-Highway was approved by your Board on April 23, 1996 and has been amended twice on April 30, 2002 and May 17, 2005. The first amendment extended the Agreement by four months to include the summer of 2006 in exchange for Adopt-A-Highway honoring the County's exclusive advertising rights for two subsequent exclusive beach sponsors on the trash barrels (Barrels). The second amendment extended the original termination date from October 23, 2006 to October 23, 2011, in exchange for Adopt-A-Highway providing lidded Barrels to help prevent trash from being scattered by birds onto beaches owned and/or operated by the County (Beaches) or being blown out by high winds and adverse weather conditions. Adopt-A-Highway annually provides the Department with up to 3,000 lidded Barrels for placement on Beaches, along with a minimum cash payment currently at \$150,000 from the sale of advertising space on the Barrels to help support the Department of Beaches and Harbors' (Department) Beach maintenance operations.

Adopt-A-Highway is unable to continue to remain on as the Department's Barrel sponsor unless it secures some relief from its obligations due to the current economic downturn. Accordingly, the primary purpose of this Amendment No. 3 (Amendment) is to reduce both the number of Barrels that are annually provided by Adopt-A-Highway from a maximum of 3,000 down to 2,500 Barrels and to eliminate the current schedule of escalating sponsorship payments, replacing it with an annual flat fee of \$145,000 made in two cash payments. In addition to the annual flat payment, Adopt-A-Highway will be responsible for paying the difference between the respective Minimum Percentage of Gross Revenue due in any given year, and the annual payments plus the costs (production and delivery) for the Barrels, if that sum is less than the Minimum Percentage of Gross Revenue. Additionally, the Amendment changes the Agreement to (1) revise the five-year option period to an initial term of two years, plus one three-year option period, (2) change the language regarding advertising, including recognizing that future potential exclusive marketing sponsorships secured by County may require monetary protections for Adopt-A-Highway or changes to its annual obligations, (3) update the indemnification and insurance provisions that have been modified by the County since your Board's approval of Amendment No. 2 in 2005, and (4) update Adopt-A-Highway's contact information.

This Amendment will allow the Department to continue to receive a steady supply of Barrels and funding needed to help maintain the Beaches from Adopt-A-Highway, who has been a committed

sponsor for the past 15 years. Although the current economic downturn has hindered the company's ability to continue with the Agreement under the existing terms, this Amendment will allow the Department to continue to receive donated Barrels and cash at a time when it is highly unlikely the Department could secure another reliable and experienced sponsor.

### **Implementation of Strategic Plan Goals**

This Amendment promotes the County's Strategic Plan "Operational Effectiveness" Goal 1, "Fiscal Management" Strategic Initiative 3, by maintaining a revenue stream of private sector funding to help maintain Beach operations, particularly important given the current economic climate. Additionally, the Strategic Plan's "Community and Municipal Services" Goal 3, "Cultural and Recreational Enrichment" Strategy 1, is furthered by helping ensure quality services at the Beaches, a major recreational destination for the County's residents, and "Public Works Infrastructure" Strategy 2, by maintaining an ongoing supply of lidded Barrels to meet zero tolerance trash regulations.

### **FISCAL IMPACT/FINANCING**

Over the full five-year extension period commencing on October 23, 2011, the Amendment will provide the County with a minimum \$725,000 in payments and \$1,250,000 in estimated cost savings, resulting in the County receiving a total financial benefit of \$1,975,000.

#### **Operating Budget Impact**

Upon your Board's approval of the Amendment, the Department's Operating Budget will receive an annual payment of \$145,000, which revenue is included in the Department's 2011-12 Final Adopted Budget. Subsequent payments received through the term of the Agreement will be budgeted as future revenues.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Other than the changes identified, all other provisions of the Agreement will remain in effect.

The Department was unable to secure a recommendation from the Beach Commission at its July 27, 2011 meeting due to a lack of a quorum. However, of the nine Commissioners present at the time of the vote, all were ready to recommend the Amendment, in concept, to the Board. County Counsel has approved this Amendment as to form.

### **ENVIRONMENTAL DOCUMENTATION**

Approval of this Amendment is categorically exempt from the provisions of CEQA pursuant to Class 4(j) of the County's Environmental Document Reporting Procedures and Guidelines because it involves no alterations to the conditions of County-owned or operated property.

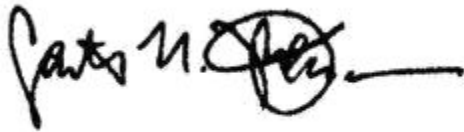
### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

This Amendment will help to secure Barrels for the Beaches and funding for Beach maintenance operations for up to an additional five years until October 23, 2016 and, thus, enable the Department to continue to provide exemplary services for the estimated 60 million annual visitors at the Beaches.

**CONCLUSION**

Authorize the Executive Officer of the Board to send one approved copy of this letter, as well as two executed copies of the Amendment, to the Department of Beaches and Harbors.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Santos H. Kreimann", followed by a horizontal line.

SANTOS H. KREIMANN

Director

SHK:ks

Enclosures

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors

**AMENDMENT NO. 3 TO AGREEMENT NO. 69984  
BY AND BETWEEN THE COUNTY OF LOS ANGELES  
AND ADOPT-A-HIGHWAY MAINTENANCE CORPORATION**

This Amendment No. 3 is entered into this 18th day of October 2011, by and between the COUNTY OF LOS ANGELES ("County"), a political subdivision of the State of California, and ADOPT-A-HIGHWAY MAINTENANCE CORPORATION ("Sponsor"), a California corporation.

**RECITALS**

- A. On April 23, 1996, the Sponsor and the County entered into Agreement No. 69984 ("Agreement"), whereby the Sponsor agreed to underwrite a portion of the costs for the Department's beach maintenance equipment and supplies in exchange for the exclusive right to sell advertising on donated trash barrels that are placed on Los Angeles County beaches.
- B. On April 30, 2002, the Sponsor and the County approved Amendment No. 1 to the Agreement, whereby the term of the Agreement was extended an additional four months along with other changes to accommodate County's exclusive sponsor categories.
- C. On May 17, 2005, the Sponsor and County approved Amendment No. 2 to the Agreement, whereby the term of the Agreement was extended for an additional five years from October 23, 2006 until October 23, 2011, with a five-year optional extension, along with other changes to accommodate the County's request for lidded trash barrels.
- D. The Sponsor is unable to exercise the five-year optional period without a change in Agreement terms, because of the current economic downturn and, therefore, the Sponsor and County have negotiated this Amendment No. 3, which extends the Agreement for two years, with one three-year optional extension, pursuant to modified Sponsor obligations of an annual maximum donation of 2,500 trash barrels instead of 3,000 and a reduced minimum fee of \$145,000 instead of annual increasing fees from \$155,000 to \$175,000. The Minimum Percentage of Gross Revenue and the Minimum Percentage Payment and Accounting Due dates listed in Section 3.B(14) remain unchanged.
- E. Extension of the Agreement for up to five years through October 22, 2016 is advantageous to the County because the County maintains a relationship with an established and experienced trash barrel sponsor and can count on annual payments used to underwrite beach maintenance operations and up to 2,500 lidded trash barrels for use on its beaches.

**AMENDMENT**

NOW, THEREFORE, in consideration of the above, it is agreed by and between the parties as follows:

1. The term of Agreement No. 69984 will be extended by the Director for two years from October 23, 2011 until October 22, 2013. Thereafter, the Director, upon request by the

Sponsor, shall grant a three-year extension of the Agreement from October 23, 2013 through October 22, 2016 provided that all the conditions for renewal in the Agreement are fulfilled, including without limitation all of the sections and subsections added by this Amendment No. 3.

2. Section 2, County's Obligations, is hereby amended as follows:

Subsection 2.C, 1<sup>st</sup> sentence is deleted and replaced as follows:

County agrees to reasonably place and empty up to 2,500 Trash Barrels on Los Angeles County Beaches each Agreement Year during the months of April through October of each Agreement Year, and up to 2,000 Trash Barrels during the months of November to March of each Agreement Year.

3. Section 3, Sponsor's Obligations, is hereby amended as follows:

a. Subsection 3.B(12) is amended to delete any mention of Agreement Years 16 through 20.

b. Subsection 3.B(14) is added as follows:

Sponsor will make two cash payments every Agreement Year commencing on October 23, 2011 as detailed immediately below. If the sum of such payments and the Sponsor's cost of the Trash Barrels (the actual cost for purchasing the Trash Barrels and having them delivered directly to the Sponsor by the manufacturer) in any Agreement Year is less than the Minimum Percentage of Gross Revenue (as set forth below) of the Sponsor's Gross Revenue for that Agreement Year, then the Sponsor will pay the County the Minimum Percentage of Gross Revenue (minus the 1<sup>st</sup> Payment, the 2<sup>nd</sup> Payment, and the Sponsor's cost for that Agreement Year) by the Minimum Percentage Payment Due date identified immediately below. Regardless if additional payment to achieve the Minimum Percentage of Gross Revenue is due, Sponsor will provide an accounting of Sponsor's Gross Revenue for each Agreement Year by the Accounting Due date identified immediately below. The payment schedule for Agreement Years 16 through 20 is as follows:

Agreement Year	1 <sup>st</sup> Payment and Due Date	2 <sup>nd</sup> Payment and Due Date	Total in Payments	Minimum Percentage of Gross Revenue	Minimum Percentage Payment and Accounting Due by
16	\$100,000 on 10/23/11	\$45,000 on 4/23/12	\$145,000	35%	12/8/12
17	\$100,000 on 10/23/12	\$45,000 on 4/23/13	\$145,000	35%	12/8/13
18	\$100,000 on 10/23/13	\$45,000 on 4/23/14	\$145,000	40%	12/8/14
19	\$100,000 on 10/23/14	\$45,000 on 4/23/15	\$145,000	40%	12/8/15
20	\$100,000 on 10/23/15	\$45,000 on 4/23/16	\$145,000	40%	10/23/16

- c. Subsection 3.D, the 2<sup>nd</sup> sentence is deleted and replaced as follows:

At the beginning of each Agreement Year in Agreement Years 16 through 20, Sponsor agrees to provide 2,500 Trash Barrels to the Department in increments agreed to between the Director and the Sponsor.

- d. Subsection 3.H is deleted and replaced with the following:

The Sponsor agrees that all advertisements to be placed in the Advertising Space shall be in appropriate taste for all ages, including children. Such advertisements shall not include political advertising, advertisements of an indecent, obscene, pornographic or sexually explicit nature, materials advocating the use of illegal substances, tobacco or alcohol products, or advertisements for or by any companies in direct competition with County's exclusive vehicle sponsor on Los Angeles County Beaches (not including automotive parts sold by companies that are not in competition for automobile sales with County's sponsor in this category). Should the County desire to enter into future agreements with exclusive sponsorship providers that would preclude the Sponsor from advertising within a particular category, County and Sponsor will mutually agree on monetary protections that will be required of the County's exclusive sponsorship provider(s) in exchange for the Sponsor's compliance with Trash Barrel advertising exclusions. If the County's exclusive sponsor is unable to provide the negotiated monetary protections, the County will work with the Sponsor to reassess the Sponsor's annual fees and/or find mutually agreeable terms to address the financial impact.

4. Section 6, Indemnification, is deleted in its entirety and replaced as follows:

**Indemnification:** Sponsor shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Sponsor's acts and/or omissions arising from and/or relating to this Agreement.

5. Section 7, General Insurance Requirements, is deleted in its entirety and replaced as follows:

**General Provisions for All Insurance Coverages:** Without limiting Sponsor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Sponsor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Section 7 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Sponsor pursuant to this Agreement. The County in no way warrants that the required insurance is sufficient to protect the Sponsor for liabilities which may arise from or relate to this Agreement.

**A. Evidence of Coverage and Notice to County**

A certification(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its agents (defined below) have been given Insured status under the Sponsor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

Renewal Certificates shall be provided to County not less than ten days prior to Sponsor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Sponsor and/or subcontractor insurance policies at any time.

Certificates shall identify all required insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The insured party named on the Certificate shall match the name of the Sponsor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, and the amounts of any policy deductibles or self-insured retentions exceeding \$50,000 dollars and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of or failure to object to a non-complying insurance certificate or endorsement or any other insurance documentation or information provided by the Sponsor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the required insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Department of Beaches and Harbors  
Attn.: Community and Marketing Services Division  
13837 Fiji Way  
Marina del Rey, California 90292

Sponsor also shall promptly report to County any injury or property damage, accident or incident, including any injury to a Sponsor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Sponsor. Sponsor also shall promptly notify County of any third party claim or suit filed against Sponsor or any of its subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Sponsor and/or County.

**B. Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, elected officials, officers, agents, employees and volunteers (collectively County and its agents) shall be provided additional insured status under Sponsor's General Liability policy with respect to liability arising out of Sponsor's ongoing and completed operations



performed on behalf of the County. County and its agents' additional insured status shall apply with respect to liability and defense of suits arising out of the Sponsor's acts or omissions, whether such liability is attributable to the Sponsor or to the County. The full policy limits and scope of protection also shall apply to the County and its agents as an additional insured, even if they exceed the County's minimum required insurance specifications herein. Use of an automatic Additional Insured Endorsement form is acceptable providing it satisfies the required insurance provisions herein.

C. Cancellation of or Changes in Insurance

Sponsor shall provide County with, or Sponsor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in required insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in required insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

D. Failure to Maintain Insurance

Sponsor's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Sponsor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Sponsor resulting from said breach.

E. Insurer Financial Rating

Coverages shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Sponsor's Insurance Shall be Primary

Sponsor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Sponsor. Any County maintained insurance or self-insurance coverage shall not contribute to any Sponsor coverage.

G. Waiver of Subrogation

To the fullest extent permitted by law, the Sponsor hereby waives its rights and its insurer(s)' rights of recovery against County under all the required insurance for any loss arising from or relating to this Agreement. The Sponsor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

H. Subcontractor Insurance Coverage Requirements

Sponsor shall include subcontractors as insureds under Sponsor's own policies or shall provide County with each subcontractor's separate evidence of insurance coverage. Sponsor shall be responsible for verifying each subcontractor complies with the required insurance provisions herein and shall require that each subcontractor name the County and Sponsor as additional insureds on the subcontractor's General Liability policy. Sponsor shall obtain County's prior review and approval of any subcontractor request for modification of required insurance.

I. Deductibles and Self-Insured Retentions (SIRs)

Sponsor's policies shall not obligate the County to pay any portion of any Sponsor deductible or SIR. The County retains the right to require Sponsor to reduce or eliminate policy deductibles and SIRs as respects the County or to provide a bond guaranteeing Sponsor's payment of all deductibles and SIRs, including related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

J. Claims-Made Coverage

If any part of the required insurance is written on a claims-made basis, any policy retroactive date shall precede the effective date of this Agreement. Sponsor understands and agrees it shall maintain such coverage for a period of not less than three years following Agreement expiration, termination or cancellation.

K. Application of Excess Liability Coverages

Sponsor may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow form" over) the overlying primary policies, to satisfy the required insurance provisions.

L. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

M. Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Sponsor's use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the required insurance provisions. The County and its agents shall be designated as an Additional Covered Party under any approved program.

N. County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the required insurance provisions and conditions upon County's determination of changes in risk exposures.

Insurance Coverage Requirements:

Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Sponsor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

Workers' Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Sponsor will provide leased employees, or is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternative Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternative Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days' advance written notice of cancellation of this coverage provision. If applicable to Sponsor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or Workers' Compensation law or any federal occupational disease law.

6. Section 10, Notices, is hereby amended to delete the existing Sponsor contact information and replace it as follows:

Adopt-A-Highway Maintenance Corporation  
1211 E. Dyer Road, #110  
Santa Ana, CA 92705  
Attn: Patricia Nelson  
President

7. Except as otherwise expressly stated herein, all other terms and conditions of the Agreement, including Amendments No. 1 and No. 2, shall remain in full force and effect and are hereby reaffirmed by the County and the Sponsor.

IN WITNESS WHEREOF, Sponsor has executed this Amendment No. 3 to Agreement No. 69984, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment No. 3 to Agreement No. 69984 to be executed on its behalf by the Mayor of said Board and attested by the Executive Officer-Clerk of the Board thereof, the day and year first above written.

(SPONSOR ACKNOWLEDGMENT)

SPONSOR

ADOPT-A-HIGHWAY MAINTENANCE CORPORATION,  
a California Corporation

By: \_\_\_\_\_

Patricia Nelson, President

COUNTY OF LOS ANGELES

By: \_\_\_\_\_

Mayor Michael D. Antonovich  
Board of Supervisors

ATTEST

SACHI A. HAMAI  
Executive Office-Clerk  
of the Board of Supervisors

By: \_\_\_\_\_

Deputy



I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By: \_\_\_\_\_

Lawrence L. Hafetz

Principal Deputy County Counsel

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

24

OCT 18 2011

Sachi A. Hamai  
SACHI A. HAMAI  
EXECUTIVE OFFICER

69984

Supplement No. 3



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On October 3rd, 2011 before me, Susana Perez Gonzalez  
(here insert name and title of the officer)

personally appeared Patricia Nelson

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she they executed the same in his her their authorized capacity(ies), and that by his her their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Amendment #3 to agreement # 69984  
(Title or description of attached document)  
by and between the County of Los Angeles  
and Adelphi Highway Maintenance Corp  
(Title or description of attached document continued)

Number of Pages 2 Document Date 10/3/11

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☒ Corporate Officer  
President  
(Title)  
☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document